

IN THE SUPERIOR COURT OF LOWNDES COUNTY

STATE OF GEORGIA

ANGELA SEYMOUR,

Plaintiff,

v.

TELVIN TRISHAUN SMITH,

Defendant.

CIVIL ACTION

FILE NO.:

2019CVD1869

MOTION FOR CONTEMPT

COMES NOW, Plaintiff, ANGELA SEYMOUR, and herein files her Motion for Contempt and shows this Honorable Court as follows:

1.

Plaintiff shows that the Defendant is a resident of Duvall County, Florida and has remained so for the past six (6) months prior to the filing of this action. Plaintiff shows that she is a resident of Lowndes County but is current sojourning in Cobb County, Georgia for school purposes and has remained for the past six (6) months prior to the filing of this action.

2.

Plaintiff shows that venue and jurisdiction are proper before this Court as the Court Order that the Contempt is filed upon is a Lowndes County Superior Court Order and said Superior Court maintains jurisdiction for matters of Contempt.

3.

Plaintiff shows that the parties are currently operating under a Consent Final Order on Modification of Child Support, Parenting Time and Contempt in Civil Action No.:

Angela Seymour vs. Telvin Trishaun Smith

Superior Court of Lowndes County

Motion for Contempt

Page 1 of 3

2018CVD0323. Said Consent Final Order was filed on the 4th day of September, 2018 and is attached hereto as Exhibit "A".

4.

Plaintiff shows that the parties original Order was filed on December 3, 2014 in Civil Action Number: 2014CVD1645. A copy of Order is attached hereto as Exhibit "B".

5.

Plaintiff shows that since the entry of the parties Consent Final Order, the Defendant has become in willful contempt in the following manners:

- a) Pursuant to page 6, paragraph 5, it states as additional child support, the Father agrees to pay for 100% of all tuition, mandatory fees, and mandatory expenses for the minor child to attend the Atlanta International School, located at 2890 N. Fulton Dr. NE, Atlanta, Georgia 30305 (hereinafter, "AIS") through the minor child's graduation from high school. Said expenses shall be standard tuition, mandatory fees and mandatory expenses for the minor child to attend classes at the Atlanta campus, and shall not include any travel, oversea program, or any other such program which may be sponsored by AIS without Father first given his express written consent (E-mail being sufficient). Father shall pay AIS directly.

- a. **The Defendant has willfully failed to pay for 100% of all tuition, mandatory fees, and mandatory expenses for the minor child to attend the Atlanta International School.**

6.

Plaintiff shows that the Defendant is in willful violation of the parties Consent Final Order on Modification of Child Support, Parenting Time and Contempt should be held in willful contempt for his failure to comply.

7.


Plaintiff shows that she should be awarded attorney fees and costs of litigation.

WHEREFORE, the Plaintiff prays as follows:

- a) For a date and time certain at which time the Court will heard and decide the issues contained herein;
- b) For the Defendant to be found in willful contempt of the Court's order for his failure to comply with the Order as stated above;
- c) For the Defendant to comply with the provisions as stated above;
- d) For attorney's fees and costs of litigation; and,
- e) For any relief the Court deems just and necessary.

This 20th day of September, 2019.

Prepared by:
Jennifer E. Williams
Attorney for Plaintiff
206 W. Gordon Street
Valdosta, Georgia 31601
(229) 242-5400 Telephone
(229) 242-5455 facsimile


JENNIFER E. WILLIAMS
Attorney at Law

IN THE SUPERIOR COURT OF LOWNDES COUNTY
STATE OF GEORGIA

LOWNDES COUNTY, GEORGIA
FILED IN OFFICE

2018 SEP -4 PM 4:00

ANGELA SEYMOUR,

Plaintiff,

v.

TELVIN SMITH,

Defendant.

David C. Greene
CLERK OF SUPERIOR STATE
JUDICIAL COURTS

Civil Action File No: 2018CVD0323

CONSENT FINAL ORDER ON MODIFICATION OF CHILD SUPPORT,
MODIFICATION OF PARENTING TIME, AND CONTEMPT

COME NOW ANGELA SEYMOUR, Plaintiff (hereinafter "Plaintiff" or "Mother" and TELVIN SMITH, Defendant (hereinafter "Defendant" or "Father"), by and through their respective counsel of record and an enter this *Consent Final Order on Modification of Child Support, Modification of Parenting Time, and Contempt*, (hereinafter, this "Final Order"). Therefore, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1.

The parties entered a *Consent Final Order on Legitimation, Custody and Child Support* (hereinafter, "Initial Order") in Civil Action File No. 2014CVD1645 (hereinafter, "Initial Action") on December 3, 2014, and which fully incorporated a certain *Legitimation, Custody, and Child Support Agreement* (hereinafter, "Initial Agreement") which was executed by the parties herein and was filed in the Initial Action on or about October 20, 2014. Said *Initial Agreement* provided for child support and outlined custody of the Minor Child and further fully incorporated two



attached exhibits: (1) a separate *Parenting Plan* (hereinafter, "Initial Parenting Plan"); and (2) required child support worksheets (hereinafter, "Initial Child Support Worksheets"). The *Initial Parenting Plan* was amended by the parties and said *Amendment to the Parenting Plan* (hereinafter, "Amended Initial Parenting Plan") was filed of record in the Initial Action on or about December 1, 2014.

2.

The provisions of the *Initial Order*, *Initial Agreement*, and *Initial Parenting Plan* (as amended by the *Amended Initial Parenting Plan*) shall continue in force unless specifically modified by this *Final Order*.

CHILD SUPPORT

3.

Paragraph 3 of the *Initial Agreement* which is titled "Child Support" is deleted in its entirety and the provisions of this *Final Order* shall control regarding all aspects of child support for the benefit of the Minor Child.

4.

In compliance with the requirements of O.C.G.A. § 19-6-5(c) and based upon the child support worksheet and schedules used in this matter (which are attached hereto as Exhibit "A" and incorporated fully by reference), the parties agree, and this Court finds, as follows:

- A. Father is currently employed as a professional football player with the National Football League (hereinafter, "NFL"). Father's current total monthly gross income is \$958,139.53.
- B. Mother is currently a full-time student and is, therefore, unemployed. Mother has been imputed monthly gross income, at minimum wage, totaling \$1,256.67.

- C. Father currently earns approximately 99.87% of the combined monthly income and Mother currently is imputed approximately .13% of the combined monthly income.
- D. Child support is being determined for one (1) child.
- E. This is a modification of the initial child support award which was entered on December 3, 2014.
- F. The Basic Child Support Obligation is \$2,236.00 with presumptive amounts of child support for each party being: Mother - \$2.91 per month and Father - \$2,233.09 per month.
- G. Mother is designated as the custodial parent for the purposes of determining child support and Father is designated as the non-custodial parent for the purposes of determining child support.
- H. The parties agree, and this Court finds, that it is in the best interests of the Minor Child that an upward deviation be applied to the presumptive amount of Father's child support in the amount of \$517.00 per month. This Court's findings of fact are detailed in the Child Support Worksheets attached hereto as Exhibit "A". Said findings of fact are specifically incorporated into this *Final Order* as if fully stated herein.
- I. Based upon the foregoing, Father shall pay child support to Mother for the support and maintenance of the Minor Child in the amount of Two Thousand Seven Hundred-Fifty and no/100 dollars (\$2,750.00) per month beginning September 1, 2018 and continuing the first (1st) day of each month thereafter for so long as Father owed a duty of support for the Minor Child. Father shall continue to cause said

- child support to be electronically delivered to Mother's bank account. Mother shall have the responsibility to timely inform Father of any changes in her bank account.
- J. Father's obligation to pay child support for the Minor Child shall terminate upon the earlier of: (1) the Minor Child attains the age of eighteen (18); (2) dies; (3) marries, or (4) otherwise becomes emancipated; provided that if Minor Child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the child support shall continue for the Minor Child until said Minor Child has graduated from secondary school or attained the age of twenty years, whichever occurs first.
- K. At present, the Minor Child is covered with medical and dental insurance through Father's employment with the NFL. Father agrees to keep Minor Child on the medical and dental policies provided through his employment with the NFL for so long as he is able to do so. Should said policies no longer be available to Father, then the issue of the Minor Child's medical and dental insurance coverage will be renegotiated. Father has provided Mother with insurance cards for the Minor Child. Father agrees to provide new cards to Mother any time changes to the Minor Child's medical or dental policies render the current cards no longer valid.
- L. Except as otherwise provided by this *Final Order*, effective September 1, 2018, Father shall be responsible for 100% of all reasonable and necessary uncovered medical and/or dental expenses for the Minor Child (including, but not limited to, co-pays, deductibles, and prescriptions) pursuant to the following terms:

- i. Mother agrees to use "in-network" providers and to follow all rules imposed by the medical and/or dental insurance plans such that any services will be charged at the "in-network" rates;
- ii. Unless (a) otherwise agreed to by the parties, in writing (E-mail being sufficient), or, (b) unless a prescribing medical provider opposes on medical grounds, Mother agrees to ask medical providers to prescribe generic prescriptions or prescriptions on the lowest cost "tier" (as defined by the health insurance program) for the Minor Child;
- iii. Mother shall instruct all medical and/or dental providers to list Father as the party responsible for charges, such that any bill or invoice generated for a medical or dental service provided to the Minor Child shall be billed directly to Father. Father shall provide the address to Mother where he wishes medical invoices to be sent;
- iv. In the event Mother pays for any medical and/or dental cost for which Father shall be responsible, Mother shall provide all billing invoices and receipts showing her payment of said cost(s) to Father within fifteen (15) days of incurring said medical and/or dental costs for which Father is responsible for paying. Father shall then reimburse Mother within fifteen (15) days of receiving said invoices and receipts from Mother. As outlined in Paragraph 9 of this *Final Order*, below, the parties agree to use the website Our Family Wizard, to facilitate any such necessary reimbursements;
- v. Mother and Father shall equally divide, and shall equally pay (50/50) all uncovered and/or out of pocket medical expenses related to therapeutic

counseling for the Minor Child, whether such therapeutic counseling is provided by a counselor, social worker, therapist, psychologist, psychiatrist, or any other provider who provides such services;

- vi. Except as otherwise stated and unless specifically agreed to by Father in writing, (E-mail shall be sufficient), Father shall not be responsible for any costs for medical or dental procedure which is cosmetic in nature. At such time as the Minor Child needs braces, the parties shall divide the cost of braces and any related orthodontic costs 75/25 with Father paying 75% and Mother paying 25%.

5.

As additional child support, Father agrees to pay for 100% of all tuition, mandatory fees, and mandatory expenses for the Minor Child to attend the Atlanta International School, located at 2890 N Fulton Dr NE, Atlanta, Georgia, 30305 (hereinafter, "AIS") through the Minor Child's graduation from high school. Said expenses shall be standard tuition, mandatory fees and mandatory expenses for the Minor Child to attend classes on the Atlanta campus, and shall not include any travel, overseas program, or any other such program which may be sponsored by AIS without Father first given his express written consent (E-mail being sufficient). Father shall pay AIS directly.

6.

As additional child support, for so long as he owes a duty of support to the Minor Child Father agrees to pay for 100%, up to a maximum of \$7,800.00 per calendar year, of all registration and mandatory enrollment fees for the Minor Child to participate in the afterschool and extracurricular activities at AIS; provided, however, that Father shall pay such expenses directly

to the afterschool and extracurricular programs on behalf of the Minor Child and shall only be responsible for the actual cost of the programs and/or extracurricular activity. Father is under no obligation to provide reimbursement to Mother for any expenses she incurs in registering or enrolling the Minor Child in any extracurricular activity.

7.

As additional child support, for so long as he owes a duty of support to the Minor Child Father agrees to pay for 100%, up to a maximum of \$1,500.00 per summer, of all registration and mandatory enrollment fees for the Minor Child to participate in a summer camp program provided, however, that Father shall pay such expenses directly to the summer camp program on behalf of the Minor Child and shall only be responsible for the actual cost of the summer camp program. Father is under no obligation to provide reimbursement to Mother for any expenses she incurs in enrolling the Minor Child in any summer camp. In the event Father does not exercise two (2) of his four (4) weeks of summer vacation parenting time, he will pay up to an additional \$300.00 per week (capped at no more than a total of \$600.00 for the two weeks) for camp costs for the Minor Child to attend camp for those two (2) additional weeks.

8.

Father agrees to provide insurance through a life insurance trust which will provide that the obligations of Father shall continue to be paid for the benefit of the minor child as if he remained alive and the monthly child support shall be paid to Mother as set forth herein. Father shall provide Mother with a copy of the Trust within one hundred and twenty (120) days of the entry of this *Final Order*.

PARENTING TIME

9.

The parties agree to use the website Our Family Wizard (hereinafter, "OFW") to facilitate communication between them regarding the Minor Child as well as to coordinate any reimbursements necessary pursuant to Paragraph 6(L)(iv) of this *Final Order*. Father agrees to be solely responsible for and to solely pay 100% of all expenses for both parties to use OFW.

Mother agrees to set up her account and to use OFW. Mother agrees to populate the calendar with the Minor Child's school calendar, school events, activities (both those occurring at school and extracurricular), and doctor or other medical appointments. Mother further agrees to use OFW for any reimbursements she requests from Father subject to his responsibility, as defined in this *Final Order*, to reimburse Mother for same.

Father agrees to set up his account and to use OFW. Father agrees to populate the calendar with information regarding visitation, holiday travel and to communicate flight or other visitation related travel information. Father further agrees to use OFW for any reimbursements requested by Mother subject to his responsibility, as defined in this *Final Order*, to reimburse Mother for same.

10.

Paragraph B (1), titled "Regular Overnight Weekend Parenting Time in Valdosta" which is a subparagraph of the section titled "Father's Parenting Time with the Child After Child Begins Kindergarten," which is on page six (6) of the *Initial Parenting Plan* is deleted in its entirety and replaced by the provisions of this *Final Order*.

11.

The new Paragraph B (1) shall provide:

Regular Parenting Time for Father: Unless otherwise mutually agreed upon by the parties in writing (E-mail being sufficient), Father shall be entitled to parenting time with the Minor Child

on the first (1st), third (3rd), and alternating fifth (5th) weekends of the month beginning after school (or at 5:00 p.m. if no school) and continuing through 6:00 p.m. on Sunday. The first (1st) weekend of the month shall begin on the first (1st) Friday of the month. Father may exercise his visitation in Jacksonville, Florida, or at any other location he chooses.

Should Father leave the Minor Child in the care of a third-party during his parenting time (i.e. during football games), Father shall provide to Mother in advance, the name of and current contact information for said person.

12.

Holiday Parenting Time: Paragraph B (2), titled "Holiday Parenting Time" which is a subparagraph of the section titled "Father's Parenting Time with the Child After Child Begins Kindergarten," which begins on page six (6) of the *Initial Parenting Plan* is modified as follows:

Summer: Mother shall have the right to have the Minor Child with her for two (2) weeks (14 days) of uninterrupted summer vacation. Father shall have the right to have the Minor Child with him for four (4) weeks of summer vacation according to the following schedule:

(a) For 2019, Father's summer vacation may be exercised in two (2) two-week consecutive periods, separated by at least seven (7) days or in four (4) one-week periods;

(b) Beginning in 2020, Father's summer vacation may be exercised in one (1) four-week period, or any combination that he so chooses.

13.

Paragraph B(3), titled "Picking up and dropping off the child for Parenting Time" which is a subparagraph of the section titled "Father's Parenting Time with the Child After Child

Begins Kindergarten," which is on page seven (7) of the *Initial Parenting Plan* is deleted in its entirety and replaced by the provisions of this *Final Order* in Paragraphs 14 and 15 below.

14.

Should Father choose to exercise any of his parenting time which involves the Minor Child to fly to said destination, Mother agrees to deliver the Minor Child to the departure gate at the airport at the beginning of Father's parenting time, and to pick the Minor Child up at the arrival gate at the airport at the end of Father's parenting time. Father agrees that, on any Friday on which the Minor Child has school, that the Minor Child shall not be scheduled to leave on any flight before 5:00 p.m. and that the Minor Child shall be scheduled to return on a flight which returns no later than 6:00 p.m. on Sunday, or at the end of the parenting time. The previous notwithstanding, if Father is exercising his parenting time on a weekend when he has a home football game, then the Minor Child shall be scheduled to return on a flight which returns no later than 8:00 p.m. on Sunday night. Father will provide Mother (either through OFW or via E-mail) notification of the flights no less than seven (7) days before the scheduled start of the flights.

15.

The Minor Child may fly as an "Unaccompanied Minor" pursuant to such a policy which is in place by the airline transporting the Minor Child. Father shall be solely responsible, and shall solely pay, 100% of any costs charged by the airline for the Minor Child to fly as an Unaccompanied Minor. Mother agrees to comply with said airlines' unaccompanied minor policy and shall have the Minor Child at the airport and will cooperate and do all such actions as

may be required of her as the parent dropping the Minor Child off or picking the Minor Child up from said flight. Father shall text Mother within twenty (20) minutes of the Minor Child's arrival to confirm that the Minor Child arrived and is in Father's care.

CONTEMPT

16.

Mother dismisses, with prejudice, all her contempt claims, as alleged in her *Petition for Modification of Child Support and Petition for Citation of Contempt*. As such, all of Petitioner's contempt claims including, but not limited to, Count I: Failure to Timely Pay Child Support, Count II: Failure to Provide Health and Dental Insurance, Count III: Failure to Pay Previously Incurred Medical Expenses, and Count IV: Failure to Pay the Child's Medical Expenses are hereby denied.

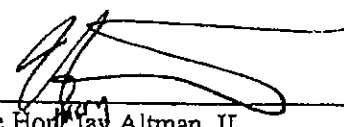
17.

Mother shall return to Father the \$1,209.40 which Father wired to her on, or about, July 18, 2018 as payment of back medical invoices from 2014, as outlined in her contempt as she has not paid those funds to the providers. Mother shall return said funds within five (5) days of the entry of this *Final Order*.

18.


Father agrees to pay Twelve Thousand Five Hundred Dollars and 00/100 cents (\$12,500.00) to the law firm of Kessler and Solomiany. Said payment shall be made within thirty (30) days of the entry of this *Final Order*.

Consented to this 30 day of July, 2018.

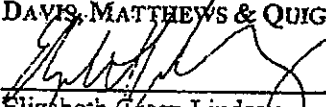

The Hon. Jay Altman, II
Judge, Lowndes County Superior Court
Southern Judicial Circuit

Consented to and Agreed upon by:

KESSLER & SOLOMIANY, LLC


Marvin L. Solomiany
State Bar of Georgia No. 665798
101 Marietta Street, Suite 3500
Atlanta, Georgia 30303
E-mail: msolomiany@ksfamilylaw.com
Attorney for Petitioner
404-688-8810

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Attorneys for Respondent

**GEORGIA CHILD SUPPORT WORKSHEET
SUPERIOR COURT OF LOWNDES COUNTY
STATE OF GEORGIA**

Angela Seymour
PLAINTIFF
vs.
Telvin Smith
DEFENDANT

Civil Action Case No.: 2018CVD0323

DHS/DCSS Case No.:

Comments For Court:

Imputing Mother's Income

Type of Action: Modification Initial Order Date 10/24/2014

CHILD NAME	YR OF BIRTH	STATUS	CHILD NAME	YR OF BIRTH	STATUS
01. Triston Smith	2011	Included			

Number of Included Children:

1

Noncustodial Parent: Telvin Smith

Submitted By:

Defendant

Nonparent Custodian:

	Angela Seymour	Telvin Smith	Total
1. Monthly Gross Income	\$1,256.67	\$958,139.53	\$959,396.20
2. Monthly Adjusted Income	\$1,256.67	\$958,139.53	\$959,396.20
3. Pro Rata Shares of Combined Income	0.13%	99.87%	100.00%
4. Basic Child Support Obligation (from the Table)			\$2,236.00
5. Pro rata shares of Basic Child Support Obligation	\$2.91	\$2,233.09	
6. Adjustment for Work Related Child Care and Health Insurance Expenses	\$	\$	
7. Adjusted Child Support Obligation	\$2.91	\$2,233.09	
8. Adjustment for Additional Expenses Paid	\$	\$	
9. Presumptive Amount of Child Support	\$2.91	\$2,233.09	
The Amount on Line 9 is the Presumptive Child Support Amount			
10. Deviations From Presumptive Child Support Amount: Deviation Type(s) Used: 'Specific-NonSpecific Deviation'	\$	\$517.00	
11. Subtotal	\$2.91	\$2,750.09	
12. Social Security Payments to Children (excludes Supplemental Security Income (SSI))	\$	\$	
13. Final Monthly Child Support Amount (rounded to whole number)	\$3.00	\$2,750.00	
The Amount on Line 13 is the Final Child Support Amount			
14. Percentages for each parent for future Uninsured Health Expenses	%	%	

Schedules

A Gross Income
B Adjusted Income
C Not in use
D Additional Expenses
E Deviations From Presumptive Amount

Attached

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Not Applicable

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Submitted By: Defendant

Georgia Child Support Calculator v 1.1

Angela Seymour v. Telvin Smith

CACN: 2018CVD0323

Page 1 of 3

Worksheet

08/16/2018 02:55 pm

**CHILD SUPPORT SCHEDULE A
GROSS INCOME**

Schedule A - All amounts/data that display on Schedule A were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." All income on Schedule A is in monthly amounts. The totals from Line 24 of this schedule will display on Line 1 of the Worksheet.	Angela Seymour	Telvin Smith	Combined
1. Salary and Wages (Will not include means-tested public assistance, such as TANF or food stamps)		\$ 958,139.53	
23. Any Other Income, including Imputed Income (Does not include means-tested public assistance)	\$1,256.67	\$	
24. TOTAL GROSS MONTHLY INCOME Total will automatically display here, Line 1 of Worksheet and Line 1 of Schedule B	\$1,256.67	\$958,139.53	\$959,396.20
The explanations below explain the basis of any Other Income, including Imputed Income, for each parent			
Angela Seymour			
Imputed minimum wage income.			

**CHILD SUPPORT SCHEDULE E
DEVIATIONS AND SPECIAL CIRCUMSTANCES**

Specific and Nonspecific Deviations - High Income and Other Amounts			
2(a).	High Income - Combined Adjusted Income of the parents that is greater than \$30,000/month will display for the court/jury to consider.	\$929,396.20	
<p>The amount of any requested deviation must display in the noncustodial parent's column. Only amounts listed in the noncustodial parent's column will affect the final child support calculation. Requested deviation amounts will display as a "positive (+)" number for an upward deviation or as a "negative (-)" number for a downward deviation. The numbers represent the amounts you want the court to consider as requested deviations from the Presumptive Amount of Child Support.</p>			
Specific Deviation Type	Requested By	Proposed Deviation Amount	Judicial Discretion Applied
01. Nonspecific	Telvin Smith	\$517.00	\$
Specific Deviation Requested By Angela Seymour:		\$ Specific Deviation Requested By Telvin Smith:	\$517.00
Judicial Discretion Deviation For Angela Seymour:		\$ Judicial Discretion Deviation For Telvin Smith:	\$

Total Allowable Deviation			
14.	Important Requirement About Deviations - No Deviation is permitted unless all three Findings of Fact questions ((B), (C), and (D)) have been answered for EACH requested deviation	\$	\$517.00
<p>B. Would the presumptive amount be unjust or inappropriate?</p> <p>The presumptive amount would be inappropriate because Mother is currently unemployed as she is a full time student.</p>			
<p>C. Would deviation serve the best interests of the children for whom support is being determined?</p> <p>Yes, because it provides more generous support for the minor child.</p>			
<p>D. Would deviation seriously impair the ability of the CUSTODIAL Parent or NONPARENT Custodian to maintain minimally adequate housing, food and clothing for the children being supported by the order and to provide other basic necessities?</p> <p>No. The direct child support more than meets the housing, food and clothing costs for the child.</p>			

LOWNDES COUNTY, GEORGIA


2018CVD0323

I hereby certify that I have this day mailed a copy of this Order to :

MARVIN L SOLOMIANY
KESSLER & SOLOMIANY LLC
101 MARIETTA ST, STE 3500
ATLANTA GA 30303

ELIZABETH GREEN LINDSEY
DAVIS MATTHEWS & QUIGLEY PC
3400 PEACHTREE RD NE
SUITE 1400
ATLANTA GA 30326

This 5TH day of September, 2018


(Deputy) Clerk of Superior Court
Lowndes County, Georgia

८३

2014 DEC -3 PM 1:29

Beth C. Greene
CLERK OF SUPERIOR STATE
JUVENILE COURTS

CIVIL ACTION FILE

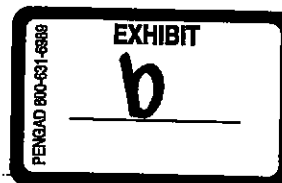
NO. 2014CVD1645

Defendant.

))))))))

The *Legitimation, Custody and Child Support Agreement* and the *Amendment to the Parenting Plan* that have been executed by the parties and filed with this Court are incorporated into and made a part of this Consent Final Order on Legitimation, Custody and Child Support. Each of the parties is ORDERED AND DIRECTED to comply with the terms and conditions thereof.

Judge, Superior Court of Lowndes County



ORIGINAL

IN THE SUPERIOR COURT OF LOWNDES COUNTY
STATE OF GEORGIA

TELVIN SMITH,

Plaintiff,

vs.

ANGELA SEYMOUR,

Defendant.

CIVIL ACTION FILE GEORGIA LOWNDES COUNTY
Filed in office this

NO. 2014CVD1645

OCT 20 2014 11:40 AM

BED C. Hyman
Clerk Superior Court/State Court/
Juvenile Court

LEGITIMATION, CUSTODY AND CHILD SUPPORT AGREEMENT

THIS LEGITIMATION, CUSTODY AND CHILD SUPPORT AGREEMENT (hereinafter, the "Agreement"), made and entered into by and between ANGELA SEYMOUR (hereinafter referred to as "Mother" or a "Party") and TELVIN SMITH (hereinafter referred to as "Father" or a "Party") (collectively referred to as the "Parties");

WITNESSETH:

WHEREAS, the Parties to this Agreement have never been married to each other; and,

WHEREAS, the Parties acknowledge that they are the biological parents of one (1) male child, TRISTON TRISHAUN SMITH, born in 2011 (hereinafter referred to as the "Child"); and,

WHEREAS, the Parties acknowledge that Father has filed a Petition for Legitimation and Custody Rights in the Superior Court of Lowndes County, Georgia to legitimate the Child; and

WHEREAS, the Parties want to settle all matters of Legitimation, custody, parenting time and child support, and all other claims each may have against the other arising from their relationship; and,

AS *AS*

WHEREAS, each Party is acting freely and voluntarily, under no compulsion or duress, and in consideration of the income, earning capacity, and financial circumstances of each of the Parties;

NOW THEREFORE, in consideration of the covenants and the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do agree as follows:

1.

CHILD TO BE DECLARED LEGITIMATE

The Child shall be declared to be the legitimate child of Father, capable of inheriting from Father in the same manner as if born in lawful wedlock.

2.

CUSTODY

As set forth in more detail in the Parenting Plan attached hereto as Exhibit "A" and incorporated herein by reference, the Parties shall share joint legal custody, as defined in O.C.G.A. §19-9-6, of the Child. Mother shall have primary physical custody and Father shall have secondary physical custody of the Child. Decisions that will affect the Child's growth, general welfare, and development, such as education, religious upbringing, extracurricular activities, and non-emergency medical treatment shall be considered major decisions. The Parties shall consult and confer with one another in good faith concerning all such major decisions in an effort to come to a common decision based upon the best interests of the Child. In the event the Parties cannot agree on any such major decisions after good faith discussions, Mother shall have the final decision-making authority as set forth in the Parenting Plan.

Parenting Time with the Child is outlined in the Parenting Plan, attached hereto as Exhibit "A" and incorporated herein by reference.

AS 

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3.

CHILD SUPPORT

In compliance with the requirements of O.C.G.A. § 19-6-15(c), and based upon the child support worksheet and schedules used in this matter (which are attached hereto as Exhibit "B" and incorporated herein by reference), the Parties agree as follows:

1. Father is currently employed as a professional football player with the National Football League (hereinafter, "NFL"). He has received a portion of a signing bonus and is scheduled to receive the remaining portion of his signing bonus in 2015, whether he remains employed with the Jacksonville Jaguars or not. Father also receives a salary which is not guaranteed but is instead dependent upon his remaining employed by the Jacksonville Jaguars. Father's current total gross monthly income including his salary and his bonus on a pro-rated basis is \$39,397.00.
2. Mother is employed on a part time basis and her gross monthly income is approximately \$1,386.00.
3. Father earns approximately 97% of the combined income of the Parties presently and Mother earns approximately 3% of the combined income of the Parties presently.
4. In this case, child support is being determined for one (1) child.
5. The combined basic child support obligation is \$2,236.00 per month for one (1) child, based on the support obligation for Parties with combined income of \$40,783.00 per month. The resulting pro-rate shares of child support are \$2,160.00 for Father and \$76.00 for Mother.
6. Mother is designated as the custodial parent and Father is designated as the non-custodial parent for child support purposes.

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7. The reasons for a deviation from the presumptive basic child support are outlined in the parties' Child Support Worksheet.

(A) Monthly Child Support Payment. Based upon the foregoing, Father shall pay child support to Mother for the support and maintenance of the Child in the amount of One Thousand Nine Hundred no/100 Dollars (\$1,900.00) per month beginning October 1, 2014, and continuing on or before the first (1st) day of each month thereafter for as long as Father owes child support for the Child.

(B) Duration of Father's Child Support Obligation. Father shall owe child support for the Child until such time as he reaches the age of eighteen (18). However, if the Child reaches the age of eighteen (18) prior to his graduation from high school, the child support payments for the Child shall continue until the Child graduates from high school, provided that he shall remain unmarried and a full time high school student, but in no event shall support payments continue past age twenty (20).

(C) Medical Insurance for the Child. At present, the Child has medical insurance through Medicaid. Father shall add the Child to his policy of medical and dental insurance that is provided through the NFL. Father shall maintain and pay for medical and dental insurance for the Child through the NFL plan for as long as he is able to do so as an active player within the NFL. After Father is no longer able to cover the Child under the NFL plan, and as additional child support, Father shall maintain and pay for a policy of medical and dental insurance covering the Child. Father shall choose the medical and dental policies for the Child, and he shall provide to Mother an insurance card for the Child.

Effective upon execution of this Agreement, Father shall also pay for fifty percent (50%) and Mother shall pay for fifty percent (50%) of all reasonable and necessary out-of-pocket medical

expenses of the child that are not covered by insurance, including but not limited to all co-payments, deductibles, and prescriptions.

For all such out-of-pocket expenses, Mother shall provide all receipts and billing invoices to Father on a monthly basis, and Father shall remit his reimbursement consistent with the terms of this Paragraph to Mother or directly to the provider within thirty (30) days of his receipt of the same from Mother.

(D) Prior medical expenses for the Child. Medical expenses incurred on behalf of the parties' child include the following:

1) Southern Pediatric Clinic, Quitman, Georgia. Service Dates from 3/22/12 through 8/28/12: \$180.00.

2) South Georgia Medical Center, Valdosta, Georgia. Service Dates 5/3/12, 5/22/12 and 5/31/12 to 6/1/12: Approximately \$991.79.

3) Sheridan Emergency Physician Services of Georgia, LLC. Service Dates 5/22/12 and 5/31/12: \$1,247.00.

Mother states that these bills remain unpaid, and that they have gone into collection. Father shall be responsible for payment of 50% of the remaining amounts owed on these outstanding bills by making payments to the medical provider or to any applicable collection company that is seeking payment on behalf of the provider. Father shall provide documentation to Mother evidencing his payment of 50% of the amounts owed pursuant to this sub-paragraph (D).

4.

CHILD SUPPORT FOR JUNE, JULY, AUGUST AND SEPTEMBER, 2014

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Father received the first portion of his signing bonus in early June, 2014. As child support for the months of June, July, August and September, 2014, Father shall pay to mother the sum of \$4,500.00. Father shall pay this sum to Mother within five (5) days of execution of this Agreement by both parties.


5.

CHILD SUPPORT CASE IN FLORIDA

This Legitimation, Custody and Support Agreement shall become an Order of the Lowndes County Superior Court, and it will provide a binding and enforceable obligation on Father to pay child support to Mother, as specifically outlined in Paragraphs 3 and 4 above.

The parties acknowledge that Mother has initiated an action through the Florida Department of Revenue Child Support Enforcement division to recover child support from Father. Since this Agreement will impose a binding obligation upon Father to pay child support to Mother, Mother agrees that she shall withdraw her application for child support through the Florida Department of Revenue child support division, and that she shall take any other actions necessary to terminate her child support case with them. It is the parties' intent to have child support addressed through the Legitimation and custody action in Georgia, rather than through the Florida Department of Revenue child support division.

In the event that Mother receives any child support through the case she initiated with the Florida Department of Revenue due to the garnishment of Father's income before Mother is able to withdraw or terminate her case, then Father shall be entitled to a credit against his future child support obligations under this Agreement in an amount equal to that deducted from his income and paid to Mother as child support. In such event, Mother shall still take any actions necessary to withdraw or terminate her child support case with the Florida Department of Revenue.

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In the event that the Florida department of revenue imposes any child support obligation upon Father, Mother shall still take any actions necessary to withdraw or terminate her child support case with the Florida Department of Revenue. Further, Father shall be entitled to a credit against his future child support obligations under this Agreement in an amount equal to that paid to Mother as a result of any child support obligation imposed upon him by the Florida Department of Revenue child support division.

6.

GEORGIA LAW

This Agreement and the application and interpretation thereof shall be governed exclusively by the laws of the State of Georgia.

7.

AGREEMENT FULLY BINDING

This Agreement shall be fully binding on the Parties and their heirs, legatees, executors, administrators, and assigns. The Parties further agree that this Agreement may be submitted to the Superior Court of Lowndes County, Georgia, and that this Agreement, if approved by said Court, shall become a part of any interim order or final decree in said action, and shall constitute the sole agreement and decree relating to all matters to which this Agreement refers.

8.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any and all Agreements previously made by them. No representations or warranties have been made by either Party to the other except for those representations and warranties expressly set forth herein.

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9.

WAIVER OF CLAIMS

Except for those rights and claims for which this Agreement provides, each Party hereby waives and releases any and all rights and claims, which rights and claims each Party may now have against the other or the estate of the other by reason of the relationship between the Parties.

10.

UNDERSTANDING OF AGREEMENT

The Parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have read each page of the Agreement carefully before signing same, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein, and that they clearly understand and assent to all the provisions hereof. The Parties acknowledge each to the other that each is mentally competent and is not suffering under any disabilities that may tend to vitiate any portion of this Agreement, now or in the future.

11.

WAIVER AND AMENDMENT IN WRITING

No waiver of any provision of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. The failure of a Party to enforce any rights or interests under this Agreement or any of its provisions shall not be deemed a waiver of that Party's right to enforce that interest at a future time on account of the breach of a similar nature; nor shall a Party's right to enforce any provision of this Agreement be estopped by the other Party's reliance to their detriment on the failure of the aggrieved Party to insist on strict performance of the terms of this Agreement. No modification or amendment of this Agreement or any of its provisions (including

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this provision) shall be valid unless in writing and executed with the same formality as this Agreement.

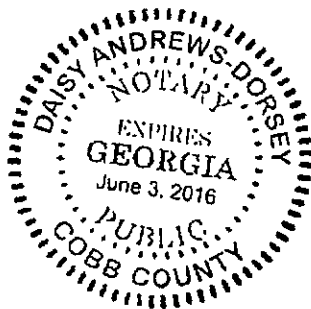
IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and affixed their seals on the 10 day of October, 2014.

MOTHER:

Angela Seymour (SEAL)
ANGELA SEYMOUR

Sworn to and subscribed before me
this 3rd day of October 2014.

Daisy Andrews Dorsey
Notary Public
My Commission Expires:
6-3-2016



FATHER:

Telvin Smith (SEAL)
TELVIN SMITH

Sworn to and subscribed before me
this 10 day of October 2014.

Kathryn Vaughn
Notary Public
My Commission Expires:
June 24, 2017



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IN THE SUPERIOR COURT OF LOWNDES COUNTY
STATE OF GEORGIA

TELVIN SMITH,

Plaintiff,

vs.

ANGELA SEYMOUR,

Defendant.

CIVIL ACTION FILE

NO. 2014CVD1645

GEORGIA LOWNDES COUNTY
Filed in office this

OCT 20 2014

11:46 AM

B. C. Hyman
Clerk Superior Court/State Court/
Juvenile Court

PARENTING PLAN

This is an agreement between **TELVIN SMITH** and **ANGELA SEYMOUR**,
the parents of the minor child whose name and birthdate is as follows:

NAME	BIRTHDATE
Triston Trishaun Smith (hereinafter, the "Child")	February, 2011

By signing below, the parties recognize that:

- A) a close and continuing parent-child relationship and continuity in the child's life will be in the Child's best interest;
- B) the Child's needs will change and grow as the Child matures;
- C) each parent shall make decisions regarding the day-to-day care of the Child while he is residing with the parent, including any emergency decisions affecting the health or safety of the Child; decisions that affect the other parent's parenting time shall be communicated promptly; and
- D) both parents will have access to all of the Child's records and information, including but not limited to, education, health, extra-curricular activities, and religious communications.

SET FORTH BELOW THE AGREEMENT OF THE PARTIES ON EACH OF
THE ISSUES LISTED.

LEGAL CUSTODY

The parties' shall share joint legal custody of the Child.



PHYSICAL CUSTODY

Mother shall have primary physical custody of the Child. Father shall have secondary physical custody of the Child.

MAJOR DECISIONS

The parties will consult each other and attempt to arrive at an agreement on major decisions involving the Child. In the parties cannot agree upon a major decision involving the Child, then the final decision will be made as follows:

Non-emergency health care	(X) mother	() father
Education	(X) mother	() father
Religious upbringing	(X) mother	() father
Extracurricular activities	(X) mother	() father

EMERGENCY DECISIONS

Any emergency decision that must be made concerning injury or illness with regard to the Child shall be made by the Party in physical custody of the Child at the time a decision must be made, provided that such Party shall notify the other Party of the emergency situation as soon as reasonably practical under the facts and circumstances existing. For purposes of this Paragraph, "injury" shall be defined as any injury requiring medical treatment, and "illness" shall be defined as any medical condition accompanied by a fever of 102° or greater. Each Party agrees that in the event of acute illness or injury that requires hospitalization or extensive outpatient care for the Child, the other Party shall have the right of reasonable visitation with the Child at the place of confinement.

ADDITIONAL CUSTODY TERMS

The parties agree to the following provisions. The parties acknowledge that certain of the provisions, such as email communications with the Child, will become more applicable at the Child gets older:

1. The Parties shall respect the custodial and parenting time rights of each other as provided herein.
2. Neither party shall:
 - a. attempt to influence the Child not to love and respect the other parent;
 - b. discuss past, present or future litigation with the Child;
 - c. make any unkind remarks or derogatory statements about the other parent or other parent's family to, or in the presence of, the Child;
 - d. complain about, criticize, or blame the other parent in the presence of the Child and shall instruct others to refrain from such conduct in the presence of the Child;

- e. accuse the other parent of being at fault in the presence of the Child;
 - f. use the Child as a bargaining chip to influence the actions of the other parent; or
 - g. use profanity in any conversation with the other parent in the Child's presence.
3. Both Parties shall carry out the parenting time provisions in a manner conducive to the best interest of the Child. The Parties shall each be free from the interference, molestation, authority and control, direct or indirect by the other. Further, both Parties are hereby enjoined and restrained from doing, or attempting to do, or threatening to do, any act of injury, maltreating, molesting, harassing, harming, or abusing the other Party or the Child in any manner whatsoever.
4. Each parent shall keep the other reasonably informed of the Child's whereabouts when with that parent. When traveling overnight with the Child, the traveling parent shall provide the other parent with contact information where the parent and the Child can be reached. The Parties shall attempt to make all travel arrangements in a manner that is least disruptive to the Child's schedule.
5. Mother shall provide Father with a copy of any pre-school, kindergarten and school calendars that she receives, and with a copy of handouts that she receives from the school regarding upcoming activities, holidays or special events. Once the child participates in organized extracurricular activities such as sports, Mother shall provide Father with a copy of the team's schedule and the coach's contact information for each season.
6. Each Party shall keep the other advised as to his or her residence and email addresses, and cell and land line telephone numbers, where each can be reached so long as any obligation exists under this Order. Each Party shall notify the other of any change of address no later than sixty (60) days prior to such a change and shall notify the other as soon as possible in the event of a change of telephone number(s). Each party shall notify the other within sixty (60) days prior to a move outside of the state of their current residence.
7. Each parent shall promptly notify the other parent of any parent-teacher conferences that are scheduled. Mother shall provide Father with a copy of the child's report cards. Both parties are encouraged to use any school websites that may be available for purposes of viewing report cards, school calendars, or other information related to the school.
8. Parents will consult with each other prior to scheduling any activity that will impact time the other parent spends with the Child with the understanding that both parents shall be supportive of the minor Child's activities and extracurricular pursuits, while respectful of each party's time with the Child.

9. Mother and Father shall be entitled to reasonable, liberal, and uninterrupted telephone and/or electronic mail (if available and age-appropriate for the Child) communication with the Child.
10. The parties agree that Father no longer playing professional football shall be a change in circumstances sufficient so as to warrant Father to petition for a modification of this Parent Plan.

PARENTING SCHEDULE

The parties acknowledge that at the time of execution of this Parenting Plan, Father is employed as a professional football player with the Jacksonville Jaguars. For each year that Father is employed by the Jacksonville Jaguars, it is anticipated that Father will reside in Jacksonville, Florida during the football season and on occasion at other times during each year. The parties acknowledge that Father's current occupation will have an impact upon his ability to exercise all of his Parenting Time. Father may exercise all or a portion of his allotted parenting time as his schedule permits.

The parties are free to discuss Parenting Time and to follow any schedule of Parenting Time that they may agree upon. The parties also agree to be flexible and deal with each other in good faith when scheduling parenting time that deviates from the schedule contained in the Parenting Plan. If the parties cannot otherwise agree, then Father's Parenting Time shall be as follows:

A. Father's Parenting Time with the Child Until the Child Begins Kindergarten

1. *Regular Weekend Time In Valdosta* (or the location of Mother's residence if she should move from Valdosta). Father shall be entitled to parenting time with the Child on the second (2nd) and fourth (4th) weekends of the month beginning at 10:00 a.m. on Friday morning and concluding at 6:00 p.m. on Sunday.
2. Holiday Parenting Time:

If there is a conflict between the regular parenting time schedule and the holiday parenting time schedule, the holiday schedule shall prevail. Holiday parenting time shall be divided according to the following schedule:

Mother's Day: Mother shall have parenting time with the Child on Mother's Day, beginning at 9:00 a.m. and ending at 6:00 p.m.

Father's Day: Father's Day will be defined as from 9 a.m. to 4:00 p.m. on Father's Day. Father shall have the Child for Father's Day every year.

Memorial Day Weekend: In all even-numbered years, Father shall have parenting time with the Child from 10:00 a.m. on the Friday morning preceding Memorial Day continuing through 6:00 p.m. on Memorial Day. In all odd-numbered years, Mother shall have the Child on Memorial Day Weekend pursuant to the same schedule.

Labor Day Weekend: In all even-numbered years, Mother shall have parenting time with the Child from 10:00 a.m. on the Friday preceding Labor Day continuing through 6:00 p.m. on Labor Day. In all odd-numbered years, Father shall have the Child on Labor Day Weekend pursuant to the same schedule.

Child's Birthday: Each Party shall be entitled to three (3) hours of parenting time with the Child on the Child's birthday each year between the hours of 9:00 a.m. and 6:00 p.m. at times mutually agreed to by the Parties. In the event that the Parties are unable to agree as to parenting time on the Child's birthday, Mother's choices shall prevail in all even-numbered years and Father's choices shall prevail in all odd-numbered years.

Thanksgiving: In all odd-numbered years, Father shall have parenting time with the Child commencing at 6:00 p.m. on the day before Thanksgiving until 6:00 p.m. on the Sunday immediately following Thanksgiving. Mother shall have parenting time with the Child for the same time period in all even-numbered years.

Christmas: In all even-numbered years, Mother shall have parenting time with the Child beginning at 6:00 p.m. on December 23rd and ending at 2:00 p.m. on December 25th, and Father shall have parenting time with the Child beginning at 2:00 p.m. on December 25th and ending at 6:00 p.m. on December 27th. In all odd-numbered years, this schedule shall be reversed.

Summer: Each parent shall have the right to have the Child with him or her for two (2) weeks of summer vacation that shall be exercised non-consecutively (unless otherwise agreed to by the Parties in writing) and shall be separated by at least seven (7) days. The Parties shall exchange his and her selected weeks in writing on or before March 16th of each year. In the event of a conflict between the Parties' selected weeks, Father's selections shall govern in odd-numbered years, and Mother's selections shall govern in even-numbered years.

4. Picking up and dropping off the child for Parenting Time:

To exercise his parenting time, the parties agree that either Father, or a person mutually agreed upon by the parties in writing (email or text shall suffice) shall pick the child up from Mother's residence at the beginning of the parenting time period, and drop the Child off at the end of the Parenting Time Period.

B. Father's Parenting Time with the Child After the Child Begins Kindergarten

1. Regular Overnight Weekend Parenting Time in Valdosta (or the location of Mother's residence if she should move from Valdosta). Father shall be entitled to parenting time with the Child on the first (1st), third (3rd) and alternating fifth (5th) weekends of the month beginning after school (or at 6:00 p.m. if school is not in session) Friday and continuing through 6:00 p.m. on Sunday. Father shall pick up the Child from school at the conclusion of the school day or from Mother's residence at 6:00 p.m. on Friday and return the Child to Mother's residence at 6:00 p.m. on Sunday.
2. Holiday Parenting Time:

Mother's Day. Mother's Day will be defined as from after school the Friday preceding Mother's Day, or 6:00 p.m. if there is no school, until Sunday evening at 6:00 p.m. Mother shall have the Child for Mother's Day every year.

Father's Day. Father's Day will be defined as from 9 a.m. to 4:00 p.m. on Father's Day. Father shall have the Child for Father's Day every year.

Memorial Day. Memorial Day will be defined as from after school the Friday preceding Memorial Day, or 6:00 p.m. if there is no school, until 6:00 p.m. on Memorial Day. The Child shall spend this holiday period with Mother in odd-numbered years and with Father in even-numbered years.

Labor Day. Labor Day will be defined as from after school the Friday preceding Labor Day, or 6:00 p.m. if there is no school, until 6:00 p.m. on Labor Day. Mother shall have the Child in her care for this holiday period in even-numbered years, and Father will have them in his care for this period in odd-numbered years.

Thanksgiving: In all odd-numbered years, Father shall have parenting time with the Child commencing at 6:00 p.m. on the day before Thanksgiving until 6:00 p.m. on the Sunday immediately following Thanksgiving. Mother shall have parenting time with the Child for the same time period in all even-numbered years.

Christmas Break. Christmas Break will be defined as from the time school recesses for the break until 6:00 p.m. on the Sunday evening before school recommences following New Year's. Father and Mother agree to count the nights in the break each year, beginning on the first night that school is out and ending on the night before school resumes and to split them on an approximately 50/50 basis. They will mutually decide each year on a day and time for transitioning the Child from one parent to the other during this break. If the Parties cannot agree on which day they will exchange the Child, then the

exchange day will be at noon (12:00 p.m.) on the day that falls in the exact middle of that year's Christmas Break. In even-numbered years, Father shall have the first half of the Christmas Break and Mother shall have the second half. In odd-numbered years, this schedule shall reverse.

Spring Break. Spring Break will be defined as from the time school recesses for Spring Break until Saturday evening at 6:00 p.m. preceding the return to school following the holiday. Mother shall have the Child for this break period in odd-numbered years and Father shall have the Child for this period in even-numbered years.

Child's Birthday. Each Party shall be entitled to three (3) hours of parenting time with the Child on the Child's birthday each year between the hours of 9:00 a.m. and 8:00 p.m. at times mutually agreed to by the Parties. In the event that the Parties are unable to agree as to parenting time on the Child's birthday, Mother's choices shall prevail in all even-numbered years and Father's choices shall prevail in all odd-numbered years.

Summer: Each parent shall have the right to have the Child with him or her for two (2) weeks of summer vacation that shall be exercised non-consecutively (unless otherwise agreed to by the Parties in writing) and shall be separated by at least seven (7) days. The Parties shall exchange his and her selected weeks in writing on or before March 16th of each year. In the event of a conflict between the Parties' selected weeks, Father's selections shall govern in odd-numbered years, and Mother's selections shall govern in even-numbered years.

3. Picking up and dropping off the child for Parenting Time:

To exercise his parenting time, the parties agree that either Father, his mother, or a person mutually agreed upon by the parties in writing (email or text shall suffice) shall pick the child up from Mother's residence at the beginning of the parenting time period, and drop the Child off at the end of the Parenting Time Period. If the child is in school at the beginning or end of any of the scheduled parenting time periods, then the pick up or drop off may occur at the school.

This parenting schedule begins (check one):

(X) on the date of the Court's Order.

Schedule Conflicts: When holiday parenting times conflict with extended/summer parenting time (choose one):

() holiday schedule will be observed

(X) extended visitation will be uninterrupted

() other: _____

If there is a conflict between the regular schedule and the holiday schedule, the holiday schedule will prevail.

For the purposes of this parenting plan, the holiday will start and end as follows:

As defined above.

TRANSPORTATION ARRANGEMENTS

Exchanging the child between parents shall take place as follows:

See above.

Payment of long distance transportation costs, if applicable, will be paid by (choose one):

☐ mother ☐ father ☐ both equally ☒ Not applicable

Long distance for purposes of transportation is defined as:

Other transportation arrangements: (ex: disabled parent, parent without valid driver's license, other approved transports, etc.)

Should the parent picking up the child exceed a _____ minute grace period without prior notification or alerting the other parent by phone of an unavoidable breakdown or delay en route, the parenting time for the period is forfeited.

Should either party repeatedly cause delay by not having the child prepared for exchange or being late for pick-up or return, a modification of parenting time may be sought.

RELOCATION

If Mother decides to move from her present residence, she shall give Father written notice of her intent to relocate no less than 60 days prior to the date of moving, and she shall provide him with her new address as soon as she decides where to move.

COMMUNICATION ACCESS

The parents agree that when the child resides with one parent, the other parent will have the right to unimpeded telephone conversations with the child as follows (check all that apply):

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- (X) Unrestricted telephone access during reasonable hours and of reasonable duration.
() ___ telephone calls to the child per day/week with the duration of each call not to exceed ___ minutes within the following time consideration: _____
() The child is allowed to call either parent at any time.
() Other agreed provisions for telephone/email access: _____

OTHER PARENTING TIME PROVISIONS/AGREEMENTS

(X) Each parent shall promptly notify the other parent of a change of address, phone number or cell phone number so that the other parent may exercise their parenting time, notify the other parent as needed, and reach the child while they are in the other parent's household.

() When making childcare arrangements while the child is with them, parents agree to the following (Ex: age before child will be left alone, appropriate caregivers, right of first refusal to provide care, etc.):

(X) Excluding any agreed limitations on access rights below, both parents will have access to child's records and information, including but not limited to, education, health, extracurricular activities and religious communications.

Agreed limitations:

() Mother () Father will notify school authorities where the child is enrolled each year to list both parents to receive all notifications, reports.

() Each parent shall promptly notify the other parent of any information received through the child concerning parent meetings, reports or school activities in which the child may be engaged or interested.

() Parents will consult with each other prior to scheduling any activity that will impact time the other parent spends with the child.

SUPERVISED PARENTING TIME

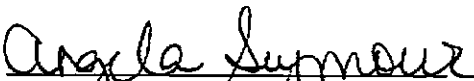
N/A.


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MODIFICATION OF PLAN

Over time, as the Child's and family's circumstances/needs change, parties may, by mutual agreement, vary the parenting schedule. Such altered agreements shall not be a binding Court Order and custody shall only be modified by Court Order.

I have read, understand and agree to each of the provision of this Parenting Plan Agreement, this 10 day of October, 2014.


Angela Seymour, Mother


Telvin Smith, Father

CHILD SUPPORT WORKSHEET

IN THE SUPERIOR COURT OF LOWNDES COUNTY
STATE OF GEORGIA

☐ DHS, ex rel., a/b/o

Civil Action Case No.: _____

Telvin Smith

* Plaintiff,
vs.

IV-D Case No.: _____

Angela Seymour

* Defendant,

Comments for Court:

GEORGIA LOWNDES COUNTY
Filed in office this

OCT 20 2014

1140

Bed C. Hyman am
Clerk Superior Court/State Court/
Juvenile Court

☒ Initial Action

☐ Modification

Date of Initial Child Support Order: _____

Mother: Angela Seymour Father: Telvin Smith

Child Support Worksheet - Enter amounts/data in yellow fields only. Calculations will automatically display in the appropriate white fields.

Beside the numbers below, enter the Name and Birth Date of all Children for Whom Support is Being Determined in This Case

Included	* Name	Birth Date	Included	* Name	Birth Date
1. <input checked="" type="checkbox"/>	Triston Trishaun Smith	2/18/2011	7. <input type="checkbox"/>		
2. <input type="checkbox"/>			8. <input type="checkbox"/>		
3. <input type="checkbox"/>			9. <input type="checkbox"/>		
4. <input type="checkbox"/>			10. <input type="checkbox"/>		
5. <input type="checkbox"/>			11. <input type="checkbox"/>		
6. <input type="checkbox"/>			12. <input type="checkbox"/>		

Total Number of Children: _____

1

Noncustodial Parent

☐ Mother

☒ Father

Submitted by: _____

The Parties

Nonparent Custodian

☐

Lines 12 and 14 are enterable fields; all other fields will automatically calculate and display amounts.

	Mother	Father	Total
1. Monthly Gross Income	\$ 1,386.00	\$ 39,397.00	\$ 40,783.00
2. Monthly Adjusted Income From Schedule B, Line 9 or 14.	\$ 1,386.00	\$ 39,397.00	\$ 40,783.00
3. Pro Rata Shares of Combined Income	3.40%	96.60%	100.00%
4. Basic Child Support Obligation (from the Table)			\$ 2,236.00
5. Pro rata shares of Basic Child Support Obligation	\$ 76.02	\$ 2,159.98	
6. Adjustment for Work Related Child Care and Health Insurance Expenses From Schedule D, Line 6.	\$ -	\$ -	
7. Adjusted Child Support Obligation Total of Lines 5 & 6.	\$ 76.02	\$ 2,159.98	
8. Adjustment for Additional Expenses Paid. From Schedule D, Line 3.	\$ -	\$ -	
9. Presumptive Amount of Child Support Line 8 subtracted from Line 7.	\$ 76.02	\$ 2,159.98	

The amount on Line 9 is the Presumptive Child Support Amount.

GEORGIA



CHILD SUPPORT WORKSHEET

		Mother	Father
10.	Deviations from Presumptive Child Support Amount Amounts from <i>Schedule E, Line 14</i> will automatically display. Deviation type(s) used: "Non-Specific Deviations"	\$ -	\$ (260.00)
11.	Subtotal (Line 9 plus Line 10)	\$ 76.02	\$ 1,899.98
12.	Social Security Payments (excludes Supplemental Security Income (SSI)) If a child receives Title II Social Security benefits as a dependent on a parent's account, enter that monthly amount here in that parent's column. If none, leave blank. (See <i>User Guide</i> .)	\$ -	\$ -
13.	Final Child Support Amount (rounded to a whole number) If the amount on Line 12 is equal to or greater than Line 11, the child support responsibility is met and no further obligation is owed.	\$ 76.00	\$ 1,900.00
The amount on Line 13 is the Final Child Support Amount.			
Uninsured Health Expenses			
14.	Carry down percentages from Line 3; enter percentages agreed to; or enter percentages otherwise ordered by the Court.	50.00%	50.00%
Schedules		Attached	Not Applicable
A	Gross Income	<input checked="" type="checkbox"/>	
B	Adjusted Income	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C	Schedule C is not in use and is intentionally left blank		
D	Additional Expenses	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E	Deviations from Presumptive Amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Print Instructions for the Child Support Worksheet and Schedules </div>			

Names of Parties: Tevin Smith vs. Angela Seymour

Submitted by: The Parties

Today's date: 10/03/2014

Case #:

Version 8.8

**CHILD SUPPORT SCHEDULE A
GROSS INCOME**

* Schedule A - Gross Income <i>The entry of income in this section is required to generate a Worksheet.</i>		(a) Mother	(b) Father	(c) Combined
If a parent receives TANF, click in box, check mark will appear; click again to remove check mark; otherwise leave blank. Do not include monthly TANF check amount as income.		<input type="checkbox"/>	<input type="checkbox"/>	
Use Schedule A to enter Gross Income of each parent. Enter amounts/data in yellow fields only. Calculations will automatically display in the appropriate white fields.				
Convert all amounts to a monthly average.				
1. Salary and Wages (Do not include means-tested public assistance, such as TANF or food stamps.)	\$ 1,386.00	\$ 35,000.00		
2. Commissions, Fees, Tips		\$ -		
3. Income From Self-Employment	\$ -	\$ -		
4. Bonuses	\$ -	\$ 4,397.00		
5. Overtime Payments	\$ -	\$ -		
6. Severance Pay	\$ -	\$ -		
7. Recurring Income from Pensions or Retirement Plans	\$ -	\$ -		
8. Interest Income	\$ -	\$ -		
9. Income from Dividends	\$ -	\$ -		
10. Trust Income	\$ -	\$ -		
11. Income from Annuities	\$ -	\$ -		
12. Capital Gains	\$ -	\$ -		
13. Social Security Disability or Retirement Benefits received as income by a parent in this case. (Excludes SSI or payments for children)	\$ -	\$ -		
14. Worker's Compensation Benefits	\$ -	\$ -		
15. Unemployment Benefits	\$ -	\$ -		
16. Judgments from Personal Injury or Other Civil Cases	\$ -	\$ -		
17. Gifts (cash or other gifts that can be converted to cash)	\$ -	\$ -		
18. Prizes / Lottery Winnings	\$ -	\$ -		
19. Alimony & maintenance from persons not in this case	\$ -	\$ -		
20. Assets which are used for support of family	\$ -	\$ -		
21. Fringe Benefits (if significantly reduce living expenses)	\$ -	\$ -		
22. Any Other Income, including Imputed Income (Do not include means-tested public assistance.)	\$ -	\$ -		
* TOTAL GROSS MONTHLY INCOME				
23. Total will automatically display here, on Line 1 of Worksheet, and Line 1 of Schedule B.	\$ 1,386.00	\$ 39,397.00	\$ 40,783.00	
Enter below explanations for the basis of Other Income, explain the basis for Other Income, including Imputed Income, as entered on Line 22 above for Mother and/or Father.				
Mother				
Father				
Names of Parties: Telvin Smith vs. Angela Seymour				
Submitted by: The Parties				Today's date: 10/03/2014
Case #:				Version 8.8

**CHILD SUPPORT SCHEDULE B
ADJUSTED INCOME**

Schedule B-Adjusted Income - Enter amounts/data in yellow fields only. Calculations will automatically display in the appropriate white fields.					(a) Mother	(b) Father
1. Total Gross Monthly Income from Schedule A, Line 23					\$ 1,386.00	\$ 39,397.00
Self Employment Tax Adjustment						
2. Enter monthly Self-Employment Income on which parent paid Self-Employment Taxes for FICA & Medicare					\$ -	\$ -
3. FICA (Line 2 multiplied by .062)					\$ -	\$ -
4. Medicare tax (Line 2 multiplied by 0.0145)					\$ -	\$ -
5. Total of Lines 3 & 4					\$ -	\$ -
6. Line 5 subtracted from Line 1					\$ 1,386.00	\$ 39,397.00
Adjustment for Preexisting Child Support Orders Being Paid for Other Children						
Enter the required information and the amount actually paid monthly. (Do not include arrears payments.)						
Court Name	Court Case #	Child Name	Birth Date	Date of Initial Order	Preexisting Child Support Amount Paid by Mother	Preexisting Child Support Amount Paid by Father
7(a)					\$ -	\$ -
7(b)					\$ -	\$ -
7(c)					\$ -	\$ -
7(d)					\$ -	\$ -
8. Total Adjustment for Preexisting Child Support Orders for each parent					\$ -	\$ -
9. Line 8 is subtracted from Line 6. If a discretionary adjustment is being claimed for other qualified children living in the home, continue at Line 10; otherwise, the answer on Line 9 will automatically display on Line 2 of the <i>Child Support Worksheet</i> .					\$ 1,386.00	\$ 39,397.00

**CHILD SUPPORT SCHEDULE B
ADJUSTED INCOME**

Discretionary Adjustment to Income for Other Qualified Children Living in Parent's Home				
<p>The Court has the discretion to consider an Adjustment to Income for qualified children under this section for the purpose of reducing a parent's gross income, if failure to consider an adjustment would cause substantial hardship to the parent.</p> <p>If the Court considers an Adjustment to Income under this section, then the Court must also consider whether this Adjustment to Income is in the best interest of the child(ren) in this action</p> <p>Adjustment may be considered only for children who meet ALL FIVE of the following requirements:</p> <p>A. The parent is legally responsible for the qualified child (Stepchildren do not qualify);</p> <p>B. The qualified child lives in the parent's home;</p> <p>C. The parent is actually supporting the qualified child;</p> <p>D. The qualified child is not subject to a preexisting child support order; and</p> <p>E. The qualified child is not currently before the court to set, modify or enforce child support.</p>				
Adjustment for other QUALIFIED children pursuant to the five factors listed above				
10.	Name(s)	Birth Date	Enter Checkmark if Mother is Claiming Credit	Enter Checkmark if Father is Claiming Credit
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
10(a).	Click the checkbox until a check mark appears to include QUALIFIED children for whom adjustment is claimed, and automatic calculation will display.	<input type="checkbox"/>	-	-
Enter a comment here explaining why you have included an Other Qualified Child in the Current Court Case.				
Mother				
Father				
			(a) Mother	(b) Father
11.	Amount from Line 6 for the parent(s) seeking adjustment and a Theoretical child support order.		\$ -	\$ -
12.	Basic Child Support Obligation (from table) automatically displays for number of children on Line 10 and income on Line 11, for parent seeking the adjustment.		\$ -	\$ -
13.	75% of the amount on Line 12 for the parent seeking the adjustment.		\$ -	\$ -
14.	If this adjustment is allowed, Line 13 will be subtracted from Line 9 and this amount will automatically display on Line 2 of the <i>Worksheet</i> .		\$ -	\$ -
Names of Parties: Telvin Smith vs. Angela Seymour				
Submitted by: The Parties			Today's date: 10/03/2014	
Case #:			Version 8.8	

**CHILD SUPPORT SCHEDULE D
ADDITIONAL EXPENSES**

Schedule D-Additional Expenses - Enter amounts/data in yellow fields only. Calculations will automatically display in the appropriate white fields on this schedule.

		(a) Mother	(b) Father	(c) Nonparent Custodian	(d) Combined
1.	Child Care Expenses necessary for parent's employment, education or vocational training. Monthly average amount paid by each Parent (or Nonparent Custodian) for child care for the children for whom support is being determined from all Supplemental Tables from Lines 7, 13 and 19.	\$ -	\$ -	\$ -	\$ -
2.	Health Insurance Premiums Paid for the Children Enter monthly amount paid or will be paid by each parent or Nonparent Custodian for health insurance. (If portion is unknown, prorate for children by dividing total premium by number of persons covered then multiply by number of covered children in this action.)	\$ -		\$ -	\$ -
3.	Total Monthly Additional Expenses (Line 1 plus Line 2)	\$ -	\$ -	\$ -	\$ -
4.	Pro Rata Share of Parents' Income (from Child Support Worksheet Line 3)	3.40%	96.60%		100.00%
5.	Pro Rata Share of Additional Expenses. Amount in Column (d) of Line 3 is multiplied by percentages on Line 4. Results automatically display on Line 6 of Worksheet.	\$ -	\$ -		\$ -

**Supplemental Table 1. Use this table to calculate amounts for line 1 Schedule D, children 1, 2 and 3.
For additional children use Supplemental Table 2, 3, and/or 4.**

1.	Children's Names → (Names will automatically display)	Child 1	Child 2	Child 3	
	Child Care Paid by Mother	Triston Trishaun Smith			Totals
2.	Total yearly amount during school year	\$ -	\$ -	\$ -	\$ -
3.	Total yearly amount during summer break	\$ -	\$ -	\$ -	\$ -
4.	Total yearly amount during school breaks	\$ -	\$ -	\$ -	\$ -
5.	Total yearly amount of other child care (e.g. pre-school or child with disability)	\$ -	\$ -	\$ -	\$ -
6.	Total Yearly Amounts	\$ -	\$ -	\$ -	\$ -
7.	Monthly Average (Divide Line 6 by 12 months)	\$ -	\$ -	\$ -	\$ -
	Child Care Paid by Father	Triston Trishaun Smith			Totals
8.	Total yearly amount during school	\$ -	\$ -	\$ -	\$ -
9.	Total yearly amount during summer break	\$ -	\$ -	\$ -	\$ -
10.	Total yearly amount during other school breaks	\$ -	\$ -	\$ -	\$ -
11.	Total yearly amount of other child care (e.g. pre-school or child with disability)	\$ -	\$ -	\$ -	\$ -
12.	Total Yearly Amounts	\$ -	\$ -	\$ -	\$ -
13.	Monthly Average (Divide Line 12 by 12 months)	\$ -	\$ -	\$ -	\$ -
	Child Care Paid by Nonparent Custodian	Triston Trishaun Smith			Totals
14.	Total yearly amount during school	\$ -	\$ -	\$ -	\$ -
15.	Total yearly amount summer break	\$ -	\$ -	\$ -	\$ -
16.	Total yearly amount during other school breaks	\$ -	\$ -	\$ -	\$ -
17.	Total yearly amount of other child care (e.g. pre-school or child with disability)	\$ -	\$ -	\$ -	\$ -
18.	Total Yearly Amounts	\$ -	\$ -	\$ -	\$ -
19.	Monthly Average (Divide Line 18 by 12 months)	\$ -	\$ -	\$ -	\$ -

Names of Parties: Telvin Smith vs. Angela Seymour

Submitted by: The Parties

Today's date: 10/03/2014

Case #:

Version 8.8

CHILD SUPPORT SCHEDULE E
Deviation (Special Circumstances)

<u>Schedule E - Deviations and Special Circumstances</u>					
A. For each section completed, provide monthly amounts (annual amounts in certain areas) or other information as required. Enter amounts/data in yellow fields only. Calculations will automatically display in the appropriate white fields.					
Low Income Deviation					
The Court or Jury has discretion to allow or not allow noncustodial parent to receive a Low Income Deviation that will reduce the Presumptive Amount of Child Support. If Low Income Deviation does not apply in this case, skip this section and begin at Line 2(a) of this Schedule.					
Weighing Considerations: Before requesting a Low Income Deviation, please read the statute at O.C.G.A. §19-6-15(i)(2)(B) or review the User Guide for the appropriate criteria for this deviation. In weighing the income sources of both parents -					
> Does the noncustodial parent requesting a low income deviation have no earning capacity? Or, does his/her pro rata share of the presumptive amount of child support create an extreme economic hardship for such parent?					
> What will be the relative hardship that a reduction in the amount of child support would have on the custodial parent's household? The needs of each parent? The needs of the child(ren) for whom child support is being determined? The ability of noncustodial parent to pay child support?					
NOTE: Low Income Deviation is entered as a positive number but treated as a subtraction when included with all other deviations. By use of this deviation, court or jury is not prohibited from granting an increase or decrease to the presumptive amount of child support by use of another deviation.				Court or Jury Allowable Deviations Only the Court or Jury may enter an amount under column (c) or (d).	
<input type="checkbox"/>	To request Low Income Deviation, click in box at left, check mark will display. White fields in Line 1a for Noncustodial Parent will become yellow in color and allow data entry. Uncheck box to remove request. Continue to Line 1a.	(a) Mother	(b) Father	*(c) Mother	*(d) Father
1a.	Enter "Proposed Low Income Deviation amount" AS A POSITIVE NUMBER under noncustodial parent's column. Amount will be used unless Line 1b applies.	\$0.00	\$0.00	\$0.00	\$0.00
1b.	>If amount entered in Line 1a will make final child support obligation less than minimum order amount allowed when Low Income Deviation is granted, new deviation amount will display in Line 1b and be used in calculations. >If entry in Line 1a results in amount equal to or greater than minimum order allowed, Amount in Line 1a will automatically be used in the calculations.	\$0.00	\$0.00	\$0.00	\$0.00
<input type="checkbox"/>	DISCRETIONARY CHECK BOX FOR COURT OR JURY ONLY: Use to exclude or change deviation amount that displays in Line 1b. Enter "Discretionary amount allowed by Court/Jury" AS A POSITIVE NUMBER under noncustodial parent's column. (See Bubble Box for details.)				
Explanation for Requesting a Low Income Deviation: Write in box below any additional explanation as to why the noncustodial parent should be granted a Low Income Deviation. (Questions at Boxes B, C and D must also be answered for this deviation.)					
High Income and Other Amounts					
Enter a positive or negative (-) dollar amount in the appropriate column to increase or decrease the amount of child support. Only enter the amount of the deviation and put the deviation amount in the noncustodial parent's column. Only amounts listed in the noncustodial parent's column will affect the child support calculation.					
2(a).	High Income - Combined Adjusted Income greater than \$30,000/month from <i>Child Support Worksheet</i> , Line 2.	\$	10,763.00		
Instructions for this section: Requested deviation amounts may be entered as a "positive (+)" number for an upward deviation or as a "negative (-)" number for a downward deviation. Do not enter the monthly amount of expenses in Lines 2(b)-10; enter only amount(s) you want the court to consider as a requested deviation from the Presumptive Amount of Child Support. The Specific and Non-specific Deviation section does not represent a financial affidavit.		Court or Jury Allowable Deviations			
		(a) Mother	(b) Father	*(c) Mother	*(d) Father
2(b).	Deviation Based on High Income	\$ -		\$ -	\$ -
3.	Other Health Related Insurance (dental, vision)	\$ -		\$ -	\$ -
4.	Life Insurance	\$ -	\$ -	\$ -	\$ -
5.	Child and Dependent Care Tax Credit	\$ -	\$ -	\$ -	\$ -
6.	Visitation Related Travel Expenses	\$ -	\$ -	\$ -	\$ -
7.	Alimony PAID	\$ -	\$ -	\$ -	\$ -
8.	Mortgage (if Noncustodial Parent is providing cost of home where child resides)	\$ -	\$ -	\$ -	\$ -
9.	Permanency Plan or Foster Care Plan	\$ -	\$ -	\$ -	\$ -
10.	Other - Non-specific Deviations	\$ -	\$ (260.00)	\$ -	\$ -
11.	Deviation(s) will automatically display on this line. This is the recommended deviation based on the amounts entered above that will total with other deviations on Line 14 of this schedule.	\$ -	\$ (260.00)	\$ -	\$ -
<input type="checkbox"/>	FOR COURT OR JURY USE ONLY: Check this box to override amounts entered in columns (a) and (b) for Mother and Father. Enter Court or Jury amount(s) in columns (c) and (d), which will then total with all other deviations.				

CHILD SUPPORT SCHEDULE E
Deviation (Special Circumstances)

		(a) Mother	(b) Father	(c) Nonparent Custodian	(d) Combined
Extraordinary and Special Expenses - Complete Supplemental Tables					
Enter amounts/data in yellow fields only. Calculations will automatically display in the appropriate white fields.					
12(a).	Extraordinary Educational Expenses > Total amounts from Line 9(a) of each Supplemental Table for Mother. > Total amounts from Line 9(b) of each Supplemental Table for Father. > Total amounts from Line 9(c) of each Supplemental Table for Nonparent Custodian.	\$ -	\$ -	\$ -	\$ -
12(b).	Extraordinary Medical Expenses > Total amounts from Line 14(a) of each Supplemental Table for Mother. > Total amounts from Line 14(b) of each Supplemental Table for Father. > Total amounts from Line 14(c) of each Supplemental Table for Nonparent Custodian.	\$ -	\$ -	\$ -	\$ -
12(c).	Allowable Special Expenses > Amount from Line 28 of each Supplemental Table for Mother. > Amount from Line 29 of each Supplemental Table for Father. > Amount from Line 30 of each Supplemental Table for Nonparent Custodian.	\$ -	\$ -	\$ -	\$ -
12(d).	Total Extraordinary and Allowable Special Expenses. Lines 12(a), 12(b) and 12(c) added.	\$ -	\$ -	\$ -	\$ -
12(e).	Parent's Pro Rata Share of Income from <i>Child Support Worksheet</i> , Line 3.	3.40%	96.60%		100.00%
12(f).	Parent's share of extraordinary/special expenses. Line 12(d) multiplied by percentages for each Parent on Line 12(e).	\$ -	\$ -		\$ -
12(g).	Deviation for extraordinary/special expenses. Line 12(d) minus 12(f).	\$ -	\$ -		\$ -
Parenting Time Deviation					
Complete only if Parenting Time Deviation is being considered for Noncustodial Parent based on court ordered visitation.					
13.	Enter monthly amount of Parenting Time deviation here; otherwise, leave field blank. Do not enter a negative number.	\$ -	\$ -		
Total Allowable Deviation					
14.	Total Allowable Deviations on Lines 1(a) or 1(b), 11, 12(g), and 13, if any apply, automatically display here and on Line 10 of the <i>Child Support Worksheet</i> Line 10. (The total can be a negative number.)	\$ -	\$ (260.00)		
Important Requirement About Deviations - No Deviations are permitted under the law unless all three questions below (B), (C) and (D) have been answered for each requested deviation.					
B. Would the presumptive amount be unjust or inappropriate? Explain					
Yes. Father's income is variable due to many factors beyond his control. The deviation agreed upon by the parties is based upon an fair analysis of the current possible range of Father's income. Further, Father's potential income can be considered "high income" for purposes of a deviation.					
C. Would deviation serve the best interests of the children for whom support is being determined? Explain					
Yes. The deviation applied is based upon a reasoned analysis of Father's possible low and high extremes with regard to his income, and provides adequate support for the Minor Child.					
D. Would deviation seriously impair the ability of the CUSTODIAL Parent or NONPARENT Custodian to maintain minimally adequate housing, food and clothing for the children being supported by the order and to provide other basic necessities? Explain					
No. The amount of child support to be paid by Father, plus his other obligations for health insurance and uncovered medical expenses will provide proper support for the parties' child and will not impair Mother's ability to maintain adequate housing, food and clothing for the parties' child.					

CHILD SUPPORT SCHEDULE E Deviation (Special Circumstances)

Supplemental Table 1. Use this table to calculate amount for Line 12 Schedule E, children 1, 2 and 3. For additional children use Supplemental Table 2, 3, or 4. Enter amounts/data in yellow fields only. Calculations will automatically display in the appropriate white fields.

1.	Children's Names → (Names will automatically display)	Child 1 Triston Trishawn Smith	Child 2	Child 3	
Extraordinary Educational Expenses		Paid by			Totals
2.	Total yearly amount paid for Tuition, Room & Board, Fees and Books	Mother	\$ -	\$ -	\$ -
3.	Total yearly amount paid for Other Extraordinary Educational Expenses	Mother	\$ -	\$ -	\$ -
4.	Total yearly amount paid for Tuition, Room & Board, Fees and Books	Father	\$ -	\$ -	\$ -
5.	Total yearly amount paid for Other Extraordinary Educational Expenses	Father	\$ -	\$ -	\$ -
6.	Total yearly amount paid for Tuition, Room & Board, Fees and Books	Nonparent Custodian	\$ -	\$ -	\$ -
7.	Total yearly amount paid for Other Extraordinary Educational Expenses	Nonparent Custodian	\$ -	\$ -	\$ -
8.	Total Yearly Amounts		\$ -	\$ -	\$ -
9.	Monthly Average (Line 8 divided by 12 months)		\$ -	\$ -	\$ -
9(a)	Mother's monthly Extraordinary Educational Expenses	Mother	\$ -	\$ -	\$ -
9(b)	Father's monthly Extraordinary Educational Expenses	Father	\$ -	\$ -	\$ -
9(c)	Nonparent's monthly Extraordinary Educational Expenses	Nonparent Custodian	\$ -	\$ -	\$ -
Extraordinary Medical Expenses		Paid by			Totals
10.	Total yearly amount paid for extraordinary medical expenses	Mother	\$ -	\$ -	\$ -
11.	Total yearly amount paid for extraordinary medical expenses	Father	\$ -	\$ -	\$ -
12.	Total yearly amount paid for extraordinary medical expenses	Nonparent Custodian	\$ -	\$ -	\$ -
13.	Total Yearly Amounts		\$ -	\$ -	\$ -
14.	Monthly Average (Line 13 divided by 12 months)		\$ -	\$ -	\$ -
14(a)	Mother's monthly Extraordinary Medical Expenses	Mother	\$ -	\$ -	\$ -
14(b)	Father's monthly Extraordinary Medical Expenses	Father	\$ -	\$ -	\$ -
14(c)	Nonparent's monthly Extraordinary Medical Expenses	Nonparent Custodian	\$ -	\$ -	\$ -
Special Expenses for Child Rearing (including, but not limited to summer camp, music or art lessons, band, clubs, athletics, etc.) Write brief description of expenses in yellow fields.		Paid by			Totals
15.	Total yearly amount paid for:	Mother	\$ -	\$ -	\$ -
16.	Total yearly amount paid for:	Father	\$ -	\$ -	\$ -
17.	Total yearly amount paid for:	Nonparent Custodian	\$ -	\$ -	\$ -
18.	Total Yearly Amounts (Lines 15, 16 & 17 added)		\$ -	\$ -	\$ -
19.	Monthly Average (Line 18 divided by 12 months)		\$ -	\$ -	\$ -
7 Percent Test to Calculate Allowable Expenses		Paid by			Totals
20.	Total Yearly amount paid for Special Expenses for Child Rearing >Total amounts from Line 15 of each Supplemental Table.	Mother			\$ -
21.	Total Yearly amount paid for Special Expenses for Child Rearing >Total amounts from Line 16 of each Supplemental Table.	Father			\$ -
22.	Total Yearly amount paid for Special Expenses for Child Rearing >Total amounts from Line 17 of each Supplemental Table.	Nonparent Custodian			\$ -
23.	Total Yearly Amounts (Lines 20, 21 & 22 added)				\$ -
24.	Monthly Average (Line 23 divided by 12 months)				\$ -
25.	Basic Child Support Obligation (from <i>Child Support Worksheet</i> , Line 4)				\$ 2,236.00
26.	Special Expenses Limitation (Line 25 x 7% (.07))				\$ 156.52
27.	If Line 24 is greater than Line 26, Line 26 will be subtracted from Line 24. If Line 24 is less than Line 26, zero will display.				\$ -
28.	Mother's Monthly Allowable Special Expenses for Child Rearing >Line 20 divided by Line 23, and percentage multiplied by amount on Line 27.				\$ -
29.	Father's Monthly Allowable Special Expenses for Child Rearing >Line 21 divided by Line 23, and percentage multiplied by amount on Line 27.				\$ -
30.	Nonparent's Monthly Allowable Special Expenses for Child Rearing >Line 22 divided by Line 23, and percentage multiplied by amount on Line 27.				\$ -

Names of Parties: Telvin Smith vs. Angela Seymour

Submitted by: The Parties

Today's date: 10/03/2014

Case #:

Version 8.8

IN THE SUPERIOR COURT OF LOWNDES COUNTY
STATE OF GEORGIA

TELVIN SMITH,

Plaintiff,

vs.

ANGELA SEYMOUR,

Defendant.

CIVIL ACTION FILE

NO. 2014CVD1645

GEORGIA LOWNDES COUNTY
Filed in office this

OCT 20 2014 11:40 AM

B. D. C. [Signature]
Clerk Superior Court/Juvenile Court

LEGITIMATION, CUSTODY AND CHILD SUPPORT AGREEMENT

THIS LEGITIMATION, CUSTODY AND CHILD SUPPORT AGREEMENT (hereinafter, the "Agreement"), made and entered into by and between ANGELA SEYMOUR (hereinafter referred to as "Mother" or a "Party") and TELVIN SMITH (hereinafter referred to as "Father" or a "Party") (collectively referred to as the "Parties");

WITNESSETH:

WHEREAS, the Parties to this Agreement have never been married to each other; and,

WHEREAS, the Parties acknowledge that they are the biological parents of one (1) male child, TRISTON TRISHAUN SMITH, born in 2011 (hereinafter referred to as the "Child"); and,

WHEREAS, the Parties acknowledge that Father has filed a Petition for Legitimation and Custody Rights in the Superior Court of Lowndes County, Georgia to legitimate the Child; and

WHEREAS, the Parties want to settle all matters of Legitimation, custody, parenting time and child support, and all other claims each may have against the other arising from their relationship; and,

AS AS